

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
OLYMPIA, WASHINGTON**

**REQUEST FOR PROPOSALS
ECY RFP 00-02 AIR**

PROJECT TITLE: Alternative Uses for Post-Harvest Agricultural Residue

PROPOSAL DUE DATE: August 27, 1999

CONSULTANT ELIGIBILITY: This procurement is open to those consultants and organizations that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

CONTENTS OF THE REQUEST FOR PROPOSAL

- 1. Introduction**
- 2. General Information for Applicants**
- 3. Proposal Contents**
- 4. Evaluation and Award**
- 5. Exhibits**
 - A. Certifications and Assurances**

Table of Contents

| | | |
|-------|---|----|
| 1. | INTRODUCTION | 3 |
| 1.1. | PURPOSE AND BACKGROUND | 3 |
| 1.2. | OBJECTIVE..... | 3 |
| 1.3. | MINIMUM QUALIFICATIONS | 3 |
| 1.4. | FUNDING | 3 |
| 1.5. | PERIOD OF PERFORMANCE..... | 3 |
| 1.6. | DEFINITIONS..... | 4 |
| 1.7. | ADA | 4 |
| 2. | GENERAL INFORMATION FOR APPLICANTS | 4 |
| 2.1. | RFP COORDINATOR | 4 |
| 2.2. | ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES | 5 |
| 2.3. | SUBMISSIONS OF PROPOSALS | 5 |
| 2.4. | PROPRIETARY INFORMATION/PUBLIC DISCLOSURE | 5 |
| 2.5. | REVISIONS TO THE RFP | 6 |
| 2.6. | MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION..... | 6 |
| 2.7. | ACCEPTANCE PERIOD | 7 |
| 2.8. | RESPONSIVENESS | 7 |
| 2.9. | MOST FAVORABLE TERMS..... | 7 |
| 2.10. | CONTRACT/INTERAGENCY AGREEMENT AND GENERAL TERMS & CONDITIONS | 7 |
| 2.11. | COSTS TO PROPOSE | 7 |
| 2.12. | NO OBLIGATION TO CONTRACT..... | 7 |
| 2.13. | REJECTION OF PROPOSALS..... | 8 |
| 2.14. | COMMITMENT OF FUNDS..... | 8 |
| 2.15. | INSURANCE COVERAGE..... | 8 |
| | A. Liability Insurance..... | 8 |
| | B. Employers Liability ("Stop Gap") Insurance | 9 |
| | C. Additional Provisions..... | 9 |
| 3. | PROPOSAL CONTENTS | 10 |
| 3.1. | LETTERS OF SUBMITTAL (MANDATORY)..... | 10 |
| 3.2. | TECHNICAL PROPOSAL (SCORED) | 11 |
| 3.3. | MANAGEMENT PROPOSAL..... | 11 |
| | A. Project Management (SCORED) | 11 |
| | B. Experience of the Applicant (SCORED)..... | 12 |
| | C. References (SCORED) | 12 |
| | D. Related Information (MANDATORY) | 12 |
| | E. OMWBE Certification (OPTIONAL)..... | 13 |
| 3.4. | COST PROPOSAL..... | 13 |
| | A. Identification of Costs (SCORED) | 13 |
| | B. Computation | 13 |
| 4. | EVALUATION AND CONTRACT AWARD | 14 |
| 4.1. | EVALUATION PROCEDURE..... | 14 |
| 4.2. | EVALUATION WEIGHTING AND SCORING | 14 |
| 4.3. | ORAL PRESENTATIONS MAY BE REQUIRED | 14 |
| 4.4. | NOTIFICATION TO PROPOSERS | 15 |
| 4.5. | DEBRIEFING OF UNSUCCESSFUL PROPOSERS | 15 |
| 4.6. | PROTEST PROCEDURE..... | 15 |
| 5. | RFP EXHIBITS | 17 |

1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Agricultural Burning Practices and Research Task Force (Task Force) is an advisory board composed of representatives from the Washington State Department of Ecology, agricultural community, public health community, local air authorities, and local conservation districts. As provided in RCW 70.94.650, the Task Force is directed to identify research needs related to minimizing emissions from agricultural burning, and to make recommendations for spending priorities for research into alternative methods to reduce emissions from agricultural burning.

Consistent with this statutory mandate, the Task Force has identified the need to study alternative uses for post-harvest agricultural residue, which includes straw, leaves, stalks, and other residual plant matter that results from reduced or eliminated agricultural field burning. Therefore, the Washington State Department of Ecology, hereafter called "ECOLOGY," is initiating this Request for Proposals (RFP) to solicit proposals from academic and non-profit institutions, state and local governmental entities, and business organizations for projects pertaining to alternative uses for post-harvest agricultural residue.

1.2. OBJECTIVE

Upon successful completion of the accepted proposal(s), particulate emissions from agricultural burning will be further reduced as (1) existing knowledge on uses of post-harvest agricultural residue is augmented by in-depth scientific or economic analysis, or (2) additional economically feasible alternatives to burning agricultural stubble are identified.

1.3. MINIMUM QUALIFICATIONS

The applicant must be licensed to conduct business in the State of Washington. The applicant should have the capacity and expertise necessary to conduct a detailed analysis of scientific or economic issues pertaining to alternative uses for agricultural residue.

1.4. FUNDING

ECOLOGY has estimated that an amount not to exceed \$50,000 is available for this project. Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.5. PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about December 1, 1999, and to end on or before June 30, 2001. Amendments extending the period of performance, if any, shall be at the sole discretion of the ECOLOGY. ECOLOGY reserves the right to extend the contract for two one-year periods.

1.6. DEFINITIONS

Definitions for the purposes of this RFP include the following:

APPLICANT – Institution, individual or company submitting a proposal in order to attain a contract with ECOLOGY.

CONTRACTOR – Individual or company whose proposal has been accepted by ECOLOGY and is awarded a fully executed, written contract or interagency agreement.

ECOLOGY – The Department of Ecology is the agency of the State of Washington that is issuing this RFP.

PROPOSAL – A formal offer submitted in response to this solicitation.

REQUEST FOR PROPOSALS (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit applicants to suggest various approaches to meet the need at a given price.

1.7. ADA

ECOLOGY complies with the Americans with Disabilities Act (ADA). Applicants may contact the RFP Coordinator to receive this Request for Proposals in Braille or on tape.

2. GENERAL INFORMATION FOR APPLICANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact at ECOLOGY for this procurement. All communication between the Applicant and ECOLOGY upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Robert C. Huber
Department of Ecology
Air Quality Program
P.O. Box 47600
Olympia, WA 98504-7600
Voice: (360) 407-6776
Fax: (360) 407-6802
E-mail: rhub461@ecy.wa.gov

Any other communication will be considered unofficial and nonbonding on ECOLOGY. Applicants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Applicant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

| | |
|--|-------------------------------|
| Issue Request for Proposals | August 5, 1999 |
| Question and answer period | August 5 – August 20, 1999 |
| Proposals due | August 27, 1999 |
| Evaluate proposals | August 30 – October 1, 1999 |
| Conduct oral interviews with finalists, if necessary | September 29, 1999 |
| Announce “Apparent Successful Applicant” and send notification via fax or e-mail to unsuccessful proposers | October 5, 1999 |
| Hold debriefing conferences (if requested) | October 6 – 8, 1999 |
| Negotiate contract | October 11 – October 29, 1999 |
| File contract with OFM | November 1, 1999 |
| Begin contract work | December 1, 1999 |

ECOLOGY reserves the right to review and amend the above schedule.

2.3. SUBMISSIONS OF PROPOSALS

Applicants are required to submit four (4) copies of their proposal. Two copies must have original signatures and two copies can have photocopied signatures. The proposal, whether mailed or hand delivered, must arrive at ECOLOGY no later than 4:30 p.m., Pacific Standard Time, on Friday, August 27, 1999.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

Applicants mailing proposals should allow normal mail delivery time to ensure timely receipt of their proposals by the RFP Coordinator. Applicants assume the risk for the method of delivery chosen. ECOLOGY assumes no responsibility for delays caused by any delivery service. Proposals may not be transmitted using electronic media such as facsimile transmission. Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of ECOLOGY and will not be returned.

2.4. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of ECOLOGY.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Director of ECOLOGY, or his delegate, and the apparent successful Applicant; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, "Public Records."

Any information in the proposal that the Applicant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. Each page claimed to be exempt from disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

ECOLOGY will consider the Applicant's request for exemption from disclosure; however, ECOLOGY will make a decision predicated upon Chapter 42.17 RCW and Chapter 143-06 WAC. Marking the entire proposal exempt from disclosure will not be honored. The Applicant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.5. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all that receive this RFP. ECOLOGY also reserves the right to cancel or to reissue the RFP, in whole or in part, prior to execution of a contract or interagency agreement.

2.6. MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION

In accordance with the legislative findings and policies set forth in chapter 39.19 RCW, the state of Washington encourages participation in all of its contracts by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation or on a subcontractor basis. However, no preference will be included in the evaluation of proposals, no minimum level of MWBE participation shall be required as a condition for receiving an award, and proposals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply.

The established annual procurement participation goal for MBE is 8 percent and for WBE, 4 percent, for this type of project. These goals are voluntary. Bidders may contact OMWBE at (360) 753-9693 to obtain information on certified firms.

2.7. ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by ECOLOGY from the due date for receipt of proposals.

2.8. RESPONSIVENESS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Applicant is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

ECOLOGY also reserves the right, however, at its sole discretion to waive minor administrative irregularities.

2.9. MOST FAVORABLE TERMS

ECOLOGY reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms that the Applicant is able to propose. There will be no best and final offer procedure. ECOLOGY reserves the right to contact an Applicant for clarification of its proposal.

The Applicant should be prepared to accept this RFP for incorporation into a contract or interagency agreement resulting from this RFP. Contract or interagency agreement negotiations may incorporate some or all of the Applicant's proposal. It is understood that the proposal will become part of the official procurement file on this matter without obligation to ECOLOGY.

2.10. CONTRACT/INTERAGENCY AGREEMENT AND GENERAL TERMS & CONDITIONS

In no event is an Applicant to submit its own standard contract, interagency agreement, or terms and conditions in response to this solicitation. The Applicant may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A, to this solicitation. ECOLOGY will review requested exceptions and accept or reject the same at its sole discretion.

2.11. COSTS TO PROPOSE

ECOLOGY will not be liable for any costs incurred by the Applicant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.12. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or ECOLOGY to contract for services specified herein.

2.13. REJECTION OF PROPOSALS

ECOLOGY reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.14. COMMITMENT OF FUNDS

The Director of ECOLOGY or his delegate is the only individual who may legally commit ECOLOGY to the expenditures of funds for a contract or interagency agreement resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract or interagency agreement.

2.15. INSURANCE COVERAGE

The Applicant is to furnish ECOLOGY with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth below.

The Applicant shall, as its own expense, obtain and keep in force insurance coverage which shall be maintained in full force and effect during the term of the contract. The Applicant shall furnish evidence in the form of a Certificate of Insurance that insurance shall be provided, and a copy shall be forwarded to ECOLOGY within (15) days of the contract effective date.

A. Liability Insurance

1. **Commercial General Liability Insurance:** The Applicant shall maintain general liability (CGL) insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence. If CGL insurance contains aggregate limits, the General Aggregate limit shall be at least twice the “each occurrence” limit. CGL insurance shall have products-completed operations aggregate limit of at least two times the “each occurrence” limit. CGL insurance shall be written on ISO occurrence from CGT 00 01 (or a substitute form provided equivalent coverage). All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) condition. Additionally, the Applicant is responsible for ensuring that any subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. **Business Auto Policy:** As applicable, the Applicant shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of “Any Auto.” Business auto coverage shall be written on ISO form CA 00 01, 1990, or later edition, or substitute liability form providing equivalent coverage.

B. Employers Liability (“Stop Gap”) Insurance

In addition, the Applicant shall buy employers liability insurance and, if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

C. Additional Provisions

Above insurance policy shall include the following provisions:

Additional Insured. The State of Washington, ECOLOGY, its elected and appointed officials, agents and employees shall be named as an additional insured on all general liability, excess, umbrella and property insurance policies. All insurance provided in compliance with this contract or interagency agreement shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

Cancellation. State of Washington, ECOLOGY, shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications. Insurers subject to Chapter 48.18 RCW (Admitted and Regulation by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation. Insurers subject to Chapter 48.15 RCW (Surplus lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, the State shall be given 10 days advance notice of cancellation.

Identification. Policy must reference the State’s contract of interagency agreement number and the agency name.

Insurance Carrier Rating. All insurance and bonds should be issued by companies admitted to do business within the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best’s Reports. Any exception shall be reviewed and approved by Ecology’s Risk Manager, or the Risk Manager for the State of Washington before the contract is accepted or work may begin. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Excess Coverage. By requiring insurance herein, the State does not represent that coverage and limits will be adequate to protect the Applicant, and such coverage and limits shall not limit the Applicant’s liability under the indemnities and reimbursements granted to the State in this contract or interagency agreement.

Worker’s Compensation Coverage. The Applicant will at all times comply with all applicable workers’ compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Applicant or their employees for services performed under the terms of this contract or interagency agreement.

3. PROPOSAL CONTENTS

Proposals must be submitted on eight and one-half by eleven (8 ½ x 11) inch paper with tables separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:

1. Letter of Submittal, including signed Certifications and Assurances (Exhibit A to this RFP);
2. Technical Proposal;
3. Management Proposal, and;
4. Cost Proposal.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Applicant in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTERS OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFP) must be signed and dated by a person authorized to legally bind the Applicant to a contractual relationship (e.g., the President or Executive Director if a corporation; the managing partner if a partnership; or the proprietor if a sole proprietorship.) Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Applicant and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual that may enter into the contract or interagency agreement.
2. Name, address, and telephone number of each principal officer (e.g., President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Applicant (sole proprietorship, partnership, corporation, nonprofit institution, etc.) and, if applicable, the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.

5. Location of the facility from which the Applicant would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Applicant's organization. If following a review of this information, it is determined by ECOLOGY that a conflict of interest exists, the APPLICANT may be disqualified from further consideration for the award of a contract.

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

1. **Project Approach/Methodology** – Include a complete description of the Applicant's proposed approach and methodology for the project. This section should convey the Applicant's understanding of the proposed project.
2. **Work Plan** – Include all project requirements and the proposed tasks, services, and activities necessary to accomplish the scope of the project defined in this RFP. This section of technical proposal must contain sufficient detail to convey to members of the evaluation team the Applicant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of ECOLOGY staff. The Applicant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
3. **Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
4. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract.

3.3. MANAGEMENT PROPOSAL

A. Project Management (SCORED)

1. **Project Team Structure/Internal Controls** – Provide a description of the proposed project team structure and internal controls to be used during the course of the project, including any subcontractors. Provide an organizational chart of your firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

2. **Staff Qualifications/Experience** – Identify staff, including subcontractors, who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel, and to include the amount of time each will be assigned to the project. Provide resumes for the named staff, which should include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Applicant must commit that staff identified in its proposal will actually perform the assigned work. ECOLOGY reserves the right to require prior approval for any staff substitution.

B. Experience of the Applicant (SCORED)

1. Indicate the experience the Applicant and any subcontractors have in the following areas:
(list the areas here)
2. Indicate other relevant experience that indicates the qualifications of the Applicant, and any subcontractors, for the performance of the potential contract.
3. Include a list of contracts the Applicant has had during the last five years that relate to the Applicant's ability to perform the services needed under this RFP. List contract reference numbers, contract period of performance, contact persons, telephone numbers, fax numbers, and e-mail addresses.

C. References (SCORED)

List names, addresses, telephone numbers, fax numbers, and e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Applicant must grant permission to ECOLOGY to contact the references. Do not include current ECOLOGY staff as references. References will be contacted for the top-scoring proposal(s) only.

D. Related Information (MANDATORY)

1. If the Applicant or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the agency, the contract number and project description and/or other information available to identify the contract.
2. If the Applicant's staff or subcontractor's staff was an employee of the State of Washington during the past 24 months, or is currently a Washington State employee, identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date.
3. If the Applicant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the

Applicant's nonperformance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Applicant's position on the matter. ECOLOGY will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience. If the Applicant has experienced no such termination for default in the past five years, so indicate.

E. OMWBE Certification (OPTIONAL)

Include proof of certification issued by the Washington State Office of Minority and Women-Owned Business if certified minority-owned firm and/or women-owned firm(s) will be participating on this project.

3.4. COST PROPOSAL

The maximum fee for this contract or interagency agreement must be \$50,000 or less to be considered responsive to this RFP.

The evaluation process is designed to award this procurement not necessarily to the Applicant of the least cost, but rather to the Applicant whose proposal best meets the requirements of this RFP. However, Applicants are encouraged to submit proposals that are consistent with State government efforts to conserve state resources.

A. Identification of Costs (SCORED)

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Applicant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract or interagency agreement. Applicants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

B. Computation

The score for the cost proposal will be computed by dividing the lowest cost bid received by the Applicant's total cost. Then the resultant number will be multiplied by the maximum possible points for the cost section.

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an ECOLOGY-designated evaluation team, which will determine the ranking of the proposals.

ECOLOGY, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

| | | |
|--|---------------------|---|
| Technical Proposal – 35% | | |
| • Project Approach/Methodology | 15 points (maximum) | |
| • Quality of Work Plan | 35 points (maximum) | |
| • Project Schedule | 10 points (maximum) | |
| • Project Deliverables | 10 points (maximum) | |
| | <u>70 points</u> | |
| Management Proposal – 30% | | |
| • Project Team Structure/Internal Controls | 15 points (maximum) | |
| • Staff Qualifications/Experience | 15 points (maximum) | |
| • Experience of the Applicant | 30 points (maximum) | |
| | <u>60 points</u> | |
| Costs Proposal – 35% | | <u>70 points</u> |
| Subtotal | | 200 points |
| References (top scoring proposers only) | | <u>10 points</u> |
| GRAND TOTAL FOR WRITTEN PROPOSAL | | <u>210</u> <u>POINTS</u> |

References will be contacted for the top-scoring proposer(s) only and will then be scored and added to the final score.

4.3. ORAL PRESENTATIONS MAY BE REQUIRED

Written submittals and oral presentations, if considered necessary, will be used in selecting the winning proposals. ECOLOGY, at its sole discretion, may elect to select the top scoring finalists

from the written evaluation for an oral presentation and final determination of contract or interagency agreement award. Should ECOLOGY elect to hold oral presentations, it will contact the top-scoring firm(s) to schedule a date, time, and location. Commitments made by the Applicant at the oral interview, if any, will be considered binding. The score from the oral presentation will be considered independently and will determine the apparently successful proposer.

4.4. NOTIFICATION TO PROPOSERS

Firms whose proposals have not been scheduled for further negotiation or award will be notified via FAX or e-mail.

4.5. DEBRIEFING OF UNSUCCESSFUL PROPOSERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Proposer. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Applicant letter is faxed or e-mailed to the Applicant. The debriefing must be held within three (3) business days of the request. Discussion will be limited to a critique of the requesting Applicant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

4.6. PROTEST PROCEDURE

This procedure is available to Applicants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Applicant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by fax, but should be followed by the original document.

Applicants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures will not be considered. This protest procedure constitutes the sole administrative remedy available to Applicants under this procurement.

All protest must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination, or conflict of interest on the part of the evaluator;
- Errors in computing the score, and;

- Noncompliance with procedures described in the procurement document or ECOLOGY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal or 2) Ecology's assessment of its own and/or other agencies needs or requirements.

Upon receipt of a filed protest, a protest review will be held by Ecology. The Ecology director, or an employee delegate that was not involved in the procurement, will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another Applicant that submitted a proposal, such Applicant will be given an opportunity to submit its views and any relevant information on the protest to the RFP Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and upon Ecology's action; or
- Find only technical or harmless errors in Ecology's acquisition process and determine Ecology to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide Ecology options that may include:
 - Correct the errors and re-evaluate all proposals; and/or
 - Reissue the solicitation document and begin a new process; or
 - Make other findings and determine other courses of action as appropriate.

If Ecology determines that the protest is without merit, Ecology will enter into a contract with the apparently successful Applicant. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. RFP EXHIBITS

Exhibit A

Certifications and Assurances

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award of continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by ECOLOGY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that ECOLOGY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of ECOLOGY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the prices and/or cost data that have been submitted have not knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date